

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RHYGATE

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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RHYGATE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of December 18, 1991, by RHYGATE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was recorded on May 26, 1967, in Deed Book 2889 at Page 97 among the land records of Fairfax County, Virginia.

WHEREAS, Article XI, Section 3 of the Declaration permits the Association to amend the covenants and restrictions of the Declaration.

WHEREAS, the required percentage of members has approved this Amended and Restated Declaration of Covenants, Conditions and Restrictions in accordance with Article XI, Section 3 of the Declaration as evidenced by the Ratification and Consent of Lot Owners attached hereto as Exhibit 1.

WHEREAS, the Association has complied with the provisions of Article XI, Section 3 of the Declaration and wishes to make certain amendments to the Declaration as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, pursuant to Article XI, Section 3 of the Declaration, the Association hereby amends and restated the Declaration as set forth.

ARTICLE I
DEFINITIONS

Section 1. "Association" means RHYGATE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" means that certain real property situated in Fairfax County, Virginia subdivided and dedicated as Rhygate by Deed of Dedication recorded in Deed Book 2889 at Page 82, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 3. "Common Area" means all real property (including easement areas) owned by the Association for the common use and enjoyment of the members of the Association and shown on the plat attached to the Deed of Dedication of Rhygate recorded in Deed Book 2889 at Page 82, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 4. "Lot" means any single-family residential lot shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" means every person or entity who holds membership in the Association.

Section 6. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Board of Directors" means a group of Members elected to administer the affairs of the Rhygate Homeowners Association in accordance with applicable governmental laws, the Declaration and Bylaws.

Section 8. "Declarant" means EDW. R. CARR & ASSOCIATES, INC., a Virginia Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded among the land records of Fairfax County, Virginia, as may be amended from time to time.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds of the members of the Rhygate Homeowners Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent of the votes of membership shall constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member is in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules, regulations and resolutions established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

VOTING RIGHTS

Members shall be all those Owners as defined in Article III. Members shall be entitled to one vote for each Lot in which they hold interest required for membership by Article III. When

more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Every Member shall have a right and easement to use the Common Area; and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility located on the Common Area;
- (c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and recreational facilities, if any, and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by a Member for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed ninety days for any infraction of its published rules, regulations and resolutions;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public body, or public utility company for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer after written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance of the proposed action; and
- (f) The right of the Association to assign to individual owners, or group of owners, the exclusive use of certain parking spaces convenient to their respective lots, and to regulate the use thereof.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of such Member's family, tenants, contract purchasers who reside on the property and guests (subject to the limitations set forth in Sections 1(a) above).

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey the Common Areas to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot to an Owner as defined above.

Section 4. Parking Rights. The Owner or Occupant of each Lot shall be entitled to the use of not more than two automobile parking spaces, which shall be located as near and convenient to such Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association may assign two parking spaces for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the joint and several personal obligation of the person (or persons) who is the Owner of such property at the time when the assessment falls due. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the latter for the proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts paid by the purchaser therefore; provided, however, that each Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee or purchaser comes into possession thereof, except for claims for a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. After consideration of current maintenance costs and future needs of Rhygate, the Board of Directors will recommend the annual assessment, for approval, to the membership at the annual meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots regardless of size, value of improvements constructed thereon and number of persons occupying the same, and may be collected on a monthly basis.

Section 6. Routine Collections. The annual assessment shall be due and payable in twelve monthly installments. All monthly installments of the annual assessment shall be due and payable on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery of notification of the special assessment to the Owner.

- (a) All documents, correspondence, and notice relating to the charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner.
- (b) Failure to receive an invoice shall in no way excuse the Owner of the obligation to pay the amount due by the due date.

Section 7. Remedies for Non-Payment of Assessments. Each member is obligated to pay to the Association annual and special assessments which are secured by a lien upon the property against which the assessment is made. If the assessment is not paid within thirty days from the first day of the month ("Due Date"), the account shall be deemed late and a late fee of 20 percent of the monthly assessment shall automatically be added to the amount each month

thereafter as a part of the lien for assessments as provided for in the Bylaws until all such sums due and owing shall have been paid in full. In addition, the Association may bring an action at law against the Owner or foreclose the lien against the property. In addition, the Association may add interest, administrative costs, court costs and reasonable attorney's fees of any such action to the amount of such assessment. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

- (a) If a check is returned and payment for an assessment due and owing is not otherwise received in the applicable time period, the account shall be deemed late and the late fee of 20% of the monthly assessment shall be added in addition to the current financial institution returned check charge.
- (b) If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments, the Board of Directors may require all future payments be made by certified check or money order for the remainder of the calendar year.

Section 8. Subordination of the Lien to Mortgages. The lien of such assessments shall be subordinate to the lien of any mortgage or mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the lien of such assessment. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to foreclosure under such mortgage or deed of trust, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the purchasers thereof from the lien of any assessments thereafter becoming due, nor the purchasers thereof from liability for the payment thereof.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority or other public body;
- (b) The Common Area; and
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Virginia.

Provided, however, that no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots, shall constitute a party wall; and , to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner using the wall may restore it; and the other Owner thereafter using the wall, shall contribute to one-half the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act which causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article the parties thereto may resort to arbitration; and, upon such event each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties to such dispute.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence (including ornamental hedges), wall or other structure shall be commenced, erected or maintained upon the Lots, nor shall any addition to any building, or exterior change or alteration thereof, including exterior painting be made, until the plans and specifications showing the nature, kind, shape, height, materials, location, and color of exterior painting or materials, have been submitted to and approved in writing as to harmony of external design

and location in relation to surrounding structures and topography by the Board of Directors of Rhygate. Specific restrictions on the construction are as follows:

1. The ground floor area of the main structure, exclusive of one-story open porches, shall not be less than 600 square feet for a dwelling of two stories, and 1200 square feet for a dwelling of only one story.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by the applicable zoning requirements of Fairfax County, Virginia. After the issuance of the original occupancy permit to the builder by the proper authorities of Fairfax County, Virginia, no addition thereto shall be erected in front of the then existing building.
3. No dwelling shall be erected or placed on any lot that does not comply with minimum lot size and width as defined by the applicable Zoning Ordinance of Fairfax County, Virginia; provided, however, that the Board of Directors is authorized to permit reasonable variations to conform to variance granted by the proper authorities of said County. Not more than one residence structure shall be erected on any one lot as originally subdivided, or re-subdivision thereof made with the consent of the Association.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

In the event the Board fails to approve or disapprove such design and location within sixty days after the plans and specifications have been submitted to the Board, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

USE RESTRICTIONS

Each Lot and the Common Area shall be occupied and used as follows:

1. All Lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. All Lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the Properties.
3. No part of the property shall be used for any purpose except housing and the common purposes for which the property was designed. The Board of Directors may permit reasonable temporary non-residential uses from time to time, provided that such use is

consistent with all applicable laws, ordinances and regulations or any governmental authority.

4. No lot shall be used or occupied for transient or hotel purposes.
5. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any lot or upon the common area except that the keeping of orderly domestic pets (e.g. , dogs, cats or caged birds) is permitted, subject to any rules, regulations and resolutions adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Any Lot Owner who keeps or maintains any pet upon any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association and each lot owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from a neighboring Lot.
6. In accordance with the provisions of Article VIII, no Lot Owner shall make any structural addition, alteration or improvement which alters the exterior appearance of any improvement on a Lot nor shall a Lot Owner paint or otherwise alter the exterior appearance of an improvement on a lot without the prior written consent of the Board of Directors. No Lot Owner shall alter or construct any building, fence, wall or other structure or regrade a lot without prior written consent of the Board of Directors.
7. No trailers, campers, recreational vehicles, commercial vehicles, boats and other large vehicles may be parked on the property without the prior written consent of the Board of Directors and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common area. The Board of Directors may adopt such other restrictions on parking as the Board of Directors deems appropriate. Except in areas designated by the Board of Directors, vehicle repairs other than (i) emergency maintenance, (ii) ordinary light maintenance (excluding fluid changes and other operations which might soil the common area), and (iii) normal cleaning (in areas designated by the Board, if any), are not permitted on the Common Area.
8. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without

limitation all necessary grounds maintenance. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner fails to keep such Owner's Lot in as good repair and condition as when acquired (normal wear and tear excepted) and in a neat and orderly condition, then the Board of Directors may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to rectify the condition within thirty days after the date the notice is given, or such shorter period as may be specified in the notice if the circumstances warrant a shorter period, the Board of Directors shall have the right, pursuant to any resolutions adopted by the Board of Directors, to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying that condition shall be assessed against such Owner. If such Owner fails to reimburse the Association within thirty days after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien against the Lot. The Owner may contract with a third party, including the Association to perform the Owner's responsibility for upkeep under this section.

9. No Lot shall be used or maintained as a dumping ground for rubbish. All garbage and trash must be placed in covered containers or plastic bags in the proper receptacles or location designated by the Board of Directors, for refuse collection and no garbage or trash shall be placed elsewhere on any Lot or Common Area. In no event shall such containers be placed on a lot so as to be visible from neighboring Lots, except to make the containers available for collection and in that case, only for the shortest period of time reasonably necessary to effect collection. All containers or other equipment for the storage or disposal of garbage or trash shall be kept in a clean and sanitary condition. No incinerators shall be kept or maintained on a Lot.
10. No Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of an improvement, on a Lot, or Common Area appurtenant thereto. The prohibition herein includes without limitation laundry, clothing, rugs, signs, radio or television antenna, radio antenna or other similar device may be erected on any Lot, and/or attached to any dwelling house or other building now or hereafter erected on any Lot in Rhygate.
11. No Owner shall obstruct any of the Common Area nor shall any Owner place or cause or permit anything to be placed on or in any of the Common Area, including any tree, shrub or planting, without the approval of the Board of Directors.
12. The Board of Directors or the managing agent, or any other person authorized by the Board or the managing agent, or any group of the foregoing, has the right of access to individual Lots for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting

any condition originating in the Lot or in a Common Area to which access is obtained through the Lot and threatening another Lot or the Common Area, performing installation, alterations or repairs to the mechanical or electrical systems or the Common Area in the Lot or elsewhere in the Properties or to correct any condition which violates any Mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Lot Owner is present.

13. Any violation of the covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by any one or more Lot owners in this subdivision.
14. Invalidation of any one or more of the covenants herein (or a part thereof) by judgment or court order shall in no way effect any of the other covenants above set forth which shall remain in full force and effect.
15. No sign of any kind shall be displayed on any Rhygate property except one sign not more than five square feet nor more than four feet high, advertising a property for sale or rent and one small directional sign may be placed at the entrance to Rhygate advertising a property for sale or rent.

ARTICLE X

EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for drive ways, walk ways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities, as shall be established by the Declarant or his predecessors in title, prior to the subjecting of the Properties to this Declaration; and

The Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas such additional easements as are requisite for the convenient use and enjoyment of the Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed pursuant to provisions of this Declaration. Failure by the

Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

The right of the Association to enforce restrictions, covenants and reservations is in addition to and is not in lieu of the rights of any Owner (or Owners) to enforce such restrictions, covenants and reservations.

Section 2. Severability. Each provision of the Declaration is severable from every other provision, and the invalidity of any one or more provision shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Declaration is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable for a term of twenty years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of the original Declaration may be amended during the first twenty years period by an instrument signed by not less than ninety percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners; provided, however, that no Amendment to this Declaration may deprive any Owner of his or her right of ingress and egress to the Rolling Road (State Route No. 638). Any amendment must be properly recorded.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration of Covenants, Conditions and Restriction to be signed by an authorized officer on behalf of the corporation.

RHYGATE HOMEOWNERS ASSOCIATION

A Virginia nonstock corporation

By: _____

President

**AMENDMENT TO THE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RHYGATE**

WHEREAS, Article VI, Section 6, of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rhygate (hereinafter "Covenants") provides:

"The Annual assessments shall be due and payable in twelve monthly installments. The monthly installments of the annual assessment shall be due and payable on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery of notification of the special assessment to the Owner.

- (a) All documents, correspondence, and notice relating to the charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by the Owner.
- (b) Failure to receive an invoice shall in no way excuse the Owner of the obligation to pay the amount due by the due date."; and

WHEREAS, the members of the Rhygate Homeowners Association desire to amend Article VI, Section 6 to provide for collection of the annual assessment on a quarterly basis or at such other intervals as the Board of Directors may decide; and

WHEREAS, Article XI, Section 3 of the Covenants provides that the Covenants may be amended by an instrument signed by not less than seventy-five percent of the lot owners:

NOW, THEREFORE, the undersigned lot owner(s) agree that Article VI, Section 6 of the Covenants shall be amended to read as follows:

"The annual assessments shall be due and payable in four quarterly installments or in such intervals as the Board of Directors may decide. All such installments shall be due and payable on the dates determined by the Board of Directors. All special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery of notification of the special assessment to the Owner.

- (a) All documents, correspondence, and notice relating to the charges shall be mailed or delivered to the address that appears on the books of the Association or to such address as is designated in writing by an Owner.
- (b) Failure to receive an invoice shall in no way excuse the Owner of the obligation to pay the amount due by the due date."

Date: _____

Owner

Owner

Lot No. _____